RESOLUTION NO. 91500-0111

RESOLUTION TO ACCEPT EASEMENTS FOR HERSHEY AVENUE STREET RECONSTRUCTION PROJECT (STP-U-5330(618)--70-70)

WHEREAS, the City is undertaking a project to upgrade and improve a portion of Hershey Avenue from Clinton Street to near Newcomb Boulevard; and

WHEREAS, it is necessary for the City to obtain permanent and temporary easements from certain property owners along Hershey Avenue; and

WHEREAS, each property owner has agreed to separate conditions for each of their easements;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA that the attached list of easements from the property owners be accepted by the City under the conditions and for the considerations described in each easement.

PASSED, APPROVED AND ADOPTED this 6th day of January 2011.

BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Richard W. O'Brien

Richard W. O'Brien, Mayor

Attest:

Gregg Mandsager

Gregg Mandsager, City Clerk

LOG OF APPROVED COMPENSATION ESTIMATES

Parcel No.	County	Project	Estimator	Value	Date Approved	Comments (Easement Type)
1304200012	Muscatine	STP-U-5330(618)—70-70	B. Veal	$252.93	12-02-2010	Permanent
1303179002	Muscatine	STP-U-5330(618)—70-70	B. Veal	$1460.63	12-02-2010	Permanent
1303180002	Muscatine	STP-U-5330(618)—70-70	B. Veal	$201.43	12-02-2010	Temporary
1303180003	Muscatine	STP-U-5330(618—70-70	B. Veal	$201.43	12-02-2010	Temporary
1303180004	Muscatine	STP-U-5330(618)—70-70	B. Veal	$167.86	12-02-2010	Temporary
1303180005	Muscatine	STP-U-5330(618)—70-70	B. Veal	$167.86	12-02-2010	Temporary
1303180006	Muscatine	STP-U-5330(618)—70-70	B. Veal	$167.86	12-02-2010	Temporary
1303180007	Muscatine	STP-U-5330(618)—70-70	B. Veal	$167.86	12-02-2010	Temporary
1303180008	Muscatine	STP-U-5330(618)—70-70	B. Veal	$167.86	12-02-2010	Temporary
1303254001	Muscatine	STP-U-5330(618)—70-70	B. Veal	$525.00	12-02-2010	Temporary
1303254004	Muscatine	STP-U-5330(618)—70-70	B. Veal	$166.23	12-02-2010	Temporary
1303255002	Muscatine	STP-U-5330(618)—70-70	B. Veal	$538.30	12-02-2010	Temporary
TOTAL COST				**$4,185.24**		

Approved by: Richard W. O'Brien

MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator
Randy Hill, Director of Public Works
Steven Boka, Director of Planning, Zoning & Building Safety

From: Jim Rudisill, Planning/CD Coordinator

Date: January 3, 2011

Re: **Hershey Avenue Street Reconstruction Easements**

INTRODUCTION: The Hershey Avenue Street Reconstruction Project is planned to be completed this year. In order to complete the work, 12 property easements must be acquired by the city. Negotiations to complete the easements have been conducted with the property owners and are submitted for approval to the city council.

BACKGROUND: The City of Muscatine has traditionally used a 20% value and a 40% value of the appraised valuation to determine the respective costs of temporary and permanent easements. The appraised cost is determined by first establishing the square footage cost of the property, based on the appraised value; and then multiplying that square footage cost by the square footage of the easement. Those figures were determined by Stanley Consultants and approved by Randy Hill.

RECOMMENDATION/RATIONALE: Approval of the easements is recommended

BACKUP INFORMATION:

1. Log of Approved Compensation Estimates
2.
3.
4.
5.

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Harold & Betty Newcomb

(hereinafter called "SELLER") in consideration of the sum of $201.43.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit 1 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 201.43 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 201.43.

Harold H Newcomb — 2214 Hershey Avenue
Harold Newcomb — (Mailing Address)

2214 Hershey Avenue
Betty Newcomb (Deceased) — (Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 18th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Harold W. Newcomb, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARIAL SEAL IOWA
James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

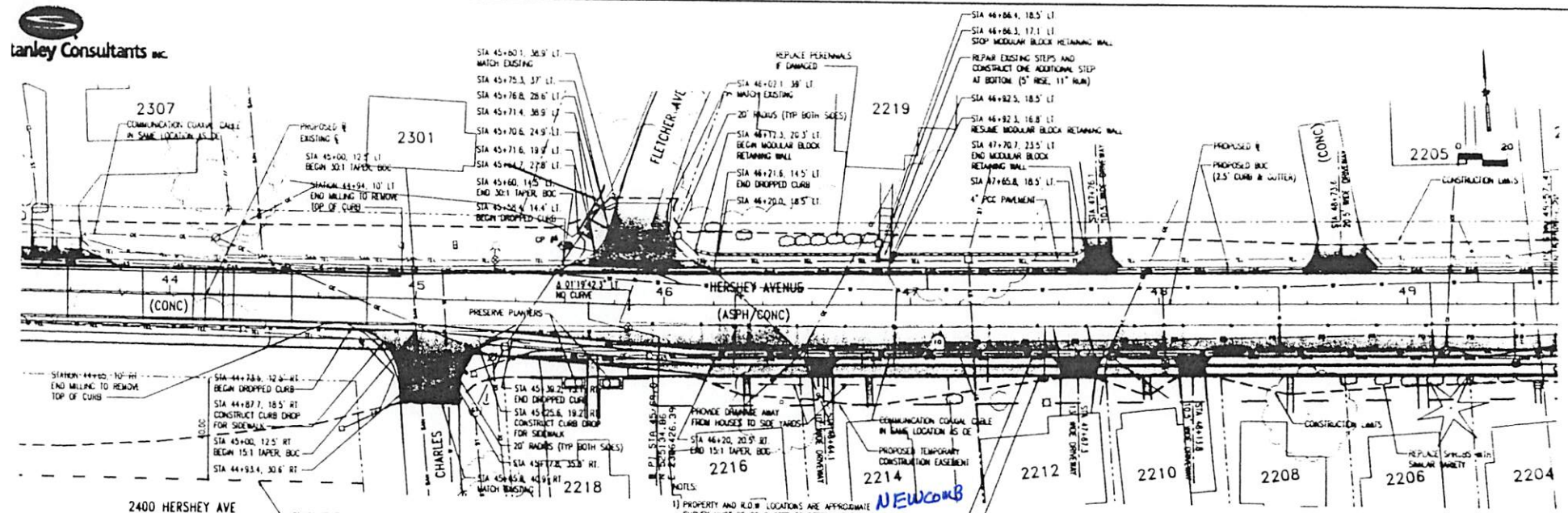
BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

Janet Radisill
Iowa Notarial Seal
Commission Number 755508
My Commission Expires

NOTARIAL SEAL
IOWA

Stanley Consultants INC.



2400 HERSHEY AVE
MULFORD CHURCH
PARCEL #1303179002

NOTES:

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE. SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS.

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET.

3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET.

4) STATION 45+00 TO 46+20 TRANSITION ROADWAY WIDTH: 25' (BOC TO BOC) TO 35' (BOC TO BOC).

5) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION AT CURB DROP FOR SIDEWALK LOCATIONS.

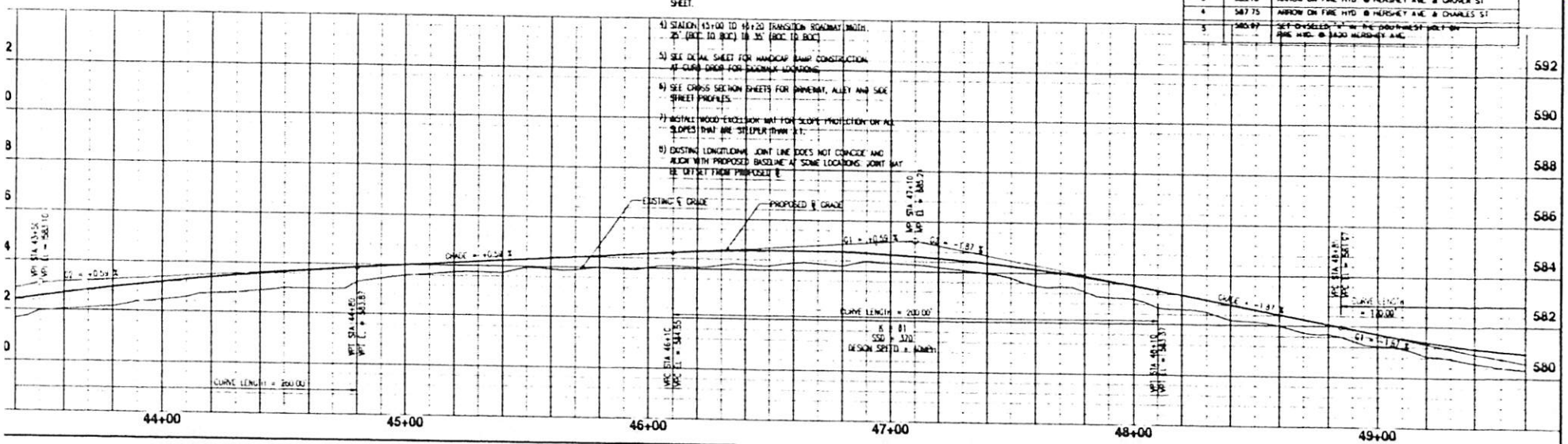
6) SEE CROSS SECTION SHEETS FOR PAVEMENT, ALLEY AND SIDE STREET PROFILES.

7) INSTALL WOOD EROSION MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1.

8) EXISTING LONGITUDINAL JOINT LINE DOES NOT COINCIDE AND ALIGN WITH PROPOSED BASELINE AT SOME LOCATIONS. JOINT MAY BE OFFSET FROM PROPOSED ℄.

BENCHMARKS - NAVD 88

POINT #	ELEVATION	DESCRIPTION
1	582.33	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & GALBRAITH ST
2	583.02	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & POND ST
3	583.18	ARROW ON FIRE HYD @ HERSHEY AVE & GROVER ST
4	587.75	ARROW ON FIRE HYD @ HERSHEY AVE & CHARLES ST
5	585.97	SET CHISELED "X" IN THE SOUTHWEST BOLT ON FIRE HYD. @ 1400 HERSHEY AVE.



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY: ML DATE: 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD DIST. NO.	FISCAL YEAR	FED. PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.07

Exhibit 1

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Gerald H Elder

(hereinafter called "SELLER") in consideration of the sum of $201.43.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit 1 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 201.43 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:
It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 201.43.

Gerald H Elder

Gerald H Elder

2216 Hershey Avenue
(Mailing Address)

Gerald H Elder

2216 Hershey Avenue
(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 28th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald H. Elder, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARIAL SEAL IOWA

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11/19/2013

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

Notary Public in and for the State of Iowa
My Commission expires 11/19/2013

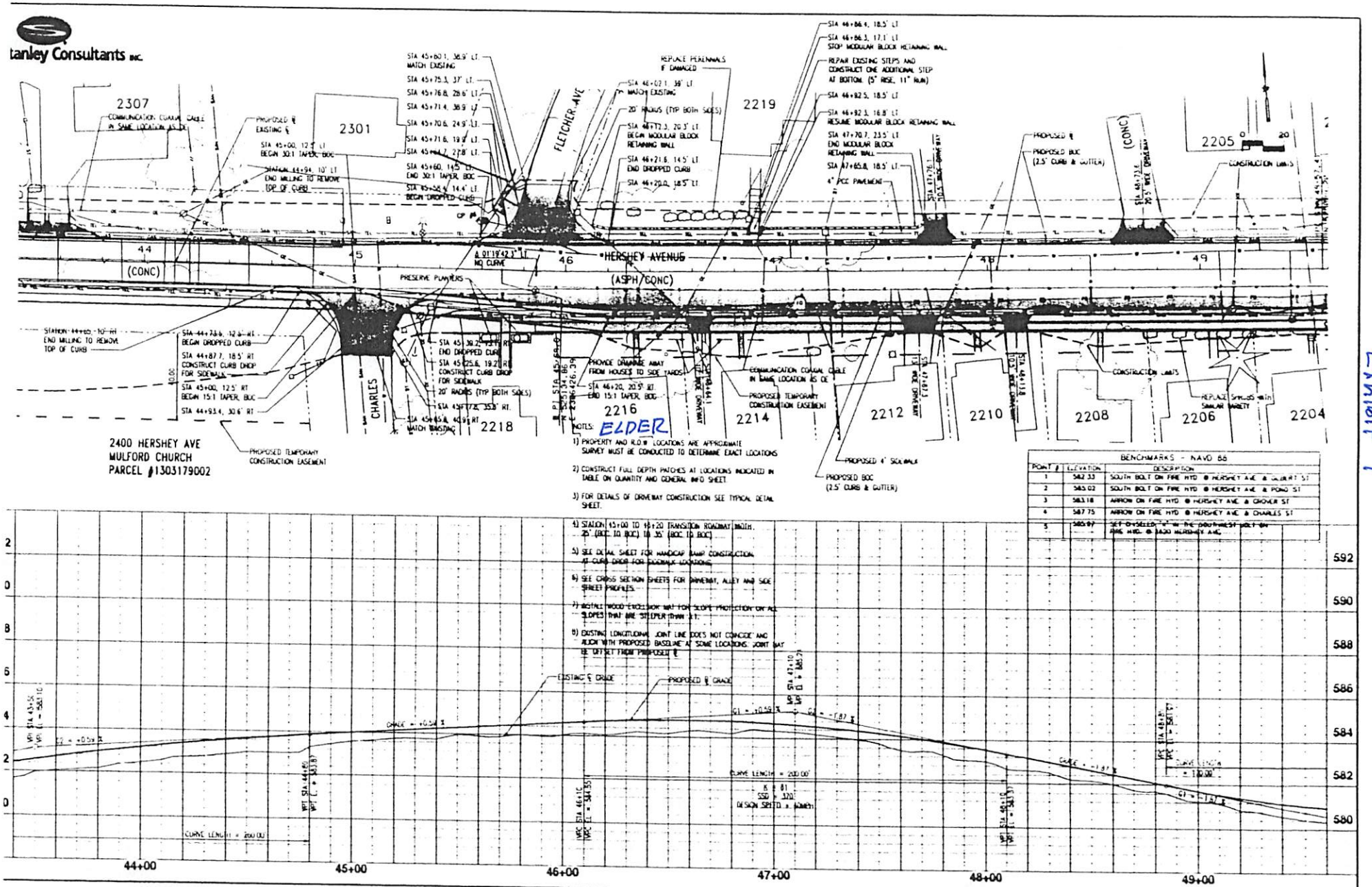
BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires
_____

NOTARIAL SEAL
IOWA

Stanley Consultants INC.



NOTES:

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET.

3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET.

4) STATION 15+00 TO 18+20 TRANSITION ROADWAY WIDTH. 25' (BOC TO BOC) TO 35' (BOC TO BOC)

5) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION AT CURB DROP FOR SIDEWALK LOCATIONS.

6) SEE CROSS SECTION SHEETS FOR PAVEMENT, ALLEY AND SIDE STREET PROFILES.

7) INSTALL WOOD EROSION MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1.

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BENCHMARKS - NAVD 88

POINT #	ELEVATION	DESCRIPTION
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4	587.75	ARROW ON FIRE HYD @ HERSHEY AVE & CHARLES ST
5	580.97	SET CHISELED "+" IN THE SOUTHWEST BOLT ON FIRE HYD. @ 1400 HERSHEY AVE

Exhibit 1

PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY: ML DATE: 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD DIST. NO.	PROJ. NO.	FED. PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.07

$34.00 EAS
$39.00 EAS
$34.00 Mtg
$107.00 TOTAL
$97.00 CK 107630
$10.00 CASH 813

Document#: 2011-00797 Page: 1 of 006
Date: 02/18/2011 @ 09:47 AM
Document Type: EAS
Fee: Paid $34.00
Real Estate Transfer Tax: $0.00
Cynthia S. Gray - Muscatine County Recorder
414 E 3rd St. Muscatine, IA 52761

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

PERMANENT EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Mulford Evangelical Free Church of Muscatine, Iowa

(hereinafter called "SELLER") in consideration of the sum of $1460.63 and other consideration as described below:

initial clearing only of the small grove of trees and other vegetation located along the soccer field fence in the church property's northwest corner:

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a PERMANENT construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate described as follows:

Commencing at a point in Congressional Lot Three (3), in Section Three (3) Township Seventy-six (76) North, of Range Two (2) West of the Fifth (5th) Principal Meridian, on the South side of Hershey Avenue in the City of Muscatine, Iowa, where the same intersects with the West line of Charles Street; thence Westerly a distance of five hundred (500) feet along the South side of said Hershey Avenue to the East line of land owned by John Kuechmann; thence South a distance of nine hundred and fifth (950) feet to the Muscatine Slough; thence Easterly along the bank of said Muscatine Slough to land sold by David Browning and Nettie Browning, husband and wife, to G.W. Pettit by warranty deed, recorded in Book 55 of Lands; page 517, of the records of Muscatine County, Iowa; thence South along the West Line of said Pettit land to the South line of the alley in the rear of Block Two (2) of Garden Addition to the City of Muscatine, Iowa, according to the recorded plat thereof; thence Westerly along the South line of said alley, to the West line of Charles Street; thence South on the West line of said Charles Street to the place of beginning;

and also the following:

That part of Congressional Lot Three (3), in Section Three (3), Township Seventy-six (76) North of Range Two (2) West of the Fifth (5th) Principal Meridian, more particularly described as follows, to-wit:

Commencing at a point on the West line of Charles Street, in the City of Muscatine, Iowa, which point is five hundred twenty (520) fee South of the intersection of the West line of Charles Street and the South line of Hershey Avenue in said City; thence Westerly parallel with the South line of Hershey Avenue a distance of five hundred (500) fee; thence South four hundred thirty (430) feet; more or less, to the North bank of the Muscatine Slough; thence Easterly along the North bank of said Muscatine Slough to the East line of said Congressional Lot Three; thence North along the East line of said Congressional Lot Three to the South lien of the alley extending East and West along the South side of Garden Addition to the City of Muscatine, Iowa; thence Westerly along the South line of said alley parallel with the South line of Hershey Avenue to the point of beginning., excepting therefrom that portion thereof conveyed by Charles P. Reynolds, et al, to John Camp by Warranty Deed dated May25, 1897, recorded in Book 40 of Lands, page 353, in the Office of the Recorder of Muscatine County, Iowa, and that portion thereof conveyed by David Browning, et ux to S. W. Pettit by Warranty Deed dated January 23, 1912, recorded in Book 55 of Lands, page 517, in the office of the Recorder of Muscatine County, Iowa, together with an easement under and across a strip of ground fifteen (15) feet in width, East and West, described as follows, to wit.

Commencing at a point on the South line of Hershey Avenue five hundred (500) feet Westerly from the point of intersection of the South line of Hershey Avenue and the West line of Charles Street, in the City of Muscatine, Iowa; thence South five hundred twenty (520) feet; thence Easterly parallel with the South line of Hershey Avenue fifteen (15) feet; thence North parallel with the first line above described and fifteen (15) feet distant therefrom to the South line of Hershey Avenue; thence West along the South line of Hershey Avenue fifteen (15) feet to the point of beginning for the purpose of installing and maintaining a pipe line or pipe lines.

and more particularly described as shown on the Easement Plat for Mulford

Congregational Church of Muscatine, Iowa; 2400 Hershey Avenue; Parcel ID# 1303179002 and attached as EXHIBIT A (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 1460.63 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining

proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 1460.63.

Don Chapman
Mulford Church - Don Chapman (Treasurer & Stewardship Team Chair)

2400 Hershey Avenue
(Mailing Address)

Mulford Church

2400 Hershey Avenue
(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 27th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Don Chapman (Treasurer & Stewardship Team Chair - Mulford Church), to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARIAL SEAL IOWA
James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11/19/2013

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

Notary Public in and for the State of Iowa
My Commission expires 11/19/2013

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

James Kudelski
Iowa Notarial Seal
Commission Number 765598
My Commission Expires

NOTARIAL SEAL
IOWA

RESOLUTION NO. 91500-0111

RESOLUTION TO ACCEPT EASEMENTS FOR HERSHEY AVENUE STREET RECONSTRUCTION PROJECT (STP-U-5330(618)--70-70)

WHEREAS, the City is undertaking a project to upgrade and improve a portion of Hershey Avenue from Clinton Street to near Newcomb Boulevard; and

WHEREAS, it is necessary for the City to obtain permanent and temporary easements from certain property owners along Hershey Avenue; and

WHEREAS, each property owner has agreed to separate conditions for each of their easements;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA that the attached list of easements from the property owners be accepted by the City under the conditions and for the considerations described in each easement.

PASSED, APPROVED AND ADOPTED this 6th day of January 2011.

BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Richard W. O'Brien

Richard W. O'Brien, Mayor

Gregg Mandsager

Gregg Mandsager, City Clerk

EASEMENT PLAT

MULFORD CONGREGATIONAL CHURCH OF MUSCATINE, IOWA
2400 HERSHEY AVENUE
PARCEL ID #1303179002

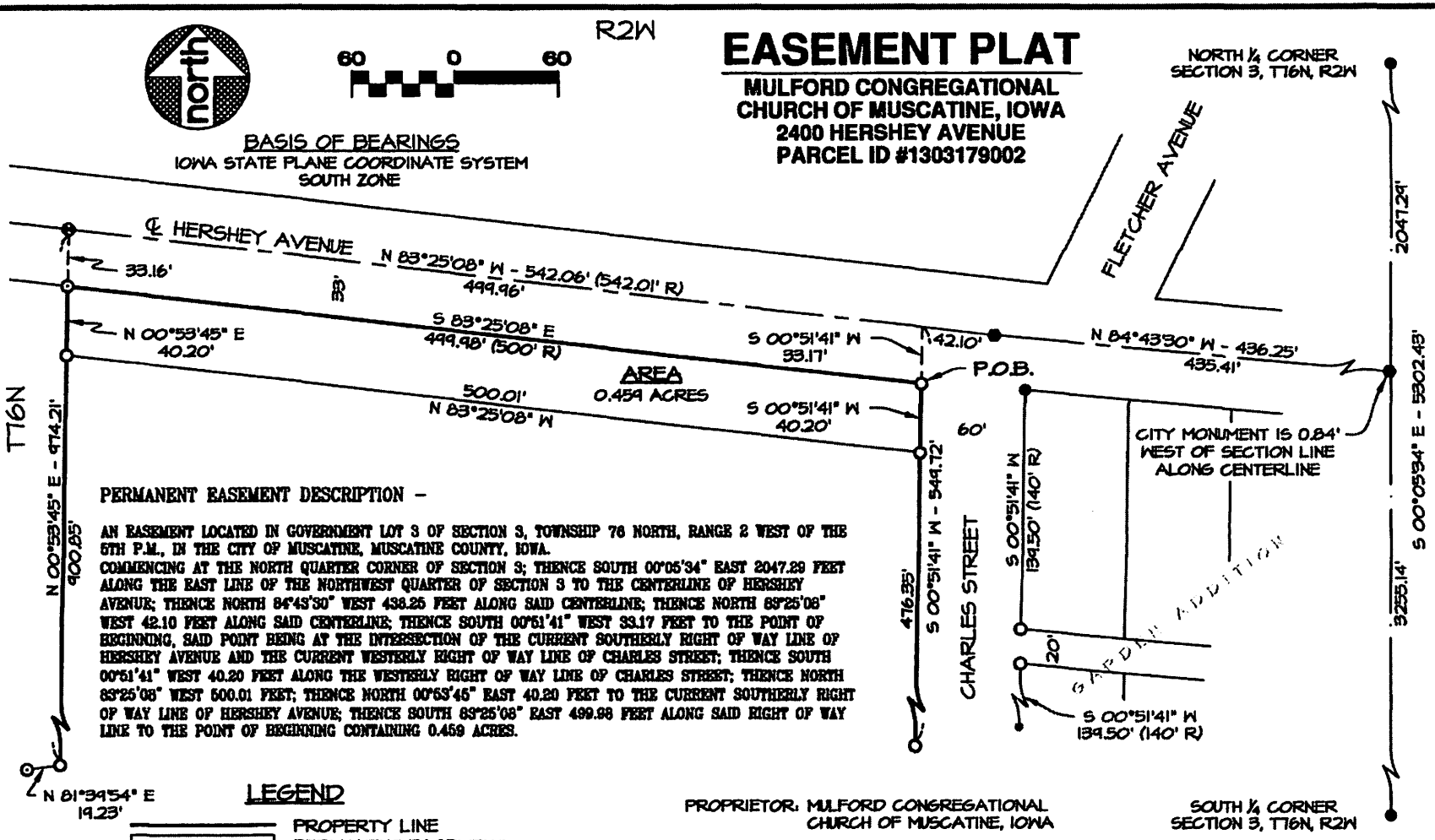


EXHIBIT A

PERMANENT EASEMENT DESCRIPTION –

AN EASEMENT LOCATED IN GOVERNMENT LOT 3 OF SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA.
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 3; THENCE SOUTH 00°05'34" EAST 2047.29 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 3 TO THE CENTERLINE OF HERSHEY AVENUE; THENCE NORTH 84°43'30" WEST 436.25 FEET ALONG SAID CENTERLINE; THENCE NORTH 83°25'08" WEST 42.10 FEET ALONG SAID CENTERLINE; THENCE SOUTH 00°51'41" WEST 33.17 FEET TO THE POINT OF BEGINNING, SAID POINT BEING AT THE INTERSECTION OF THE CURRENT SOUTHERLY RIGHT OF WAY LINE OF HERSHEY AVENUE AND THE CURRENT WESTERLY RIGHT OF WAY LINE OF CHARLES STREET; THENCE SOUTH 00°51'41" WEST 40.20 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF CHARLES STREET; THENCE NORTH 83°25'08" WEST 500.01 FEET; THENCE NORTH 00°53'45" EAST 40.20 FEET TO THE CURRENT SOUTHERLY RIGHT OF WAY LINE OF HERSHEY AVENUE; THENCE SOUTH 83°25'08" EAST 499.98 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 0.459 ACRES.

LEGEND

- PROPERTY LINE
- PERMANENT EASEMENT
- ○ SET ½" X 36" REBAR W/ORANGE CAP #15981
- ⊙ FOUND ½" REBAR W/YELLOW CAP #10316
- • FOUND BOAT SPIKE
- ● FOUND ½" REBAR
- ⊕ FOUND CUT "X" IN CONCRETE
- ● FOUND CITY MONUMENT
- (R) R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

PROPRIETOR: MULFORD CONGREGATIONAL CHURCH OF MUSCATINE, IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Matthew W. Krause

Date January 26, 2011 Reg. No. 15981

My license renewal date is December 31, 2011

Pages or sheets covered by this seal: 1

LICENSED LAND SURVEYOR MATTHEW W. KRAUSE 15981 IOWA

Martin & Whitacre Surveyors & Engineers, Inc.
P.O. BOX 413 (563)263-7691 MUSCATINE, IOWA

CITY OF MUSCATINE PERMANENT EASEMENT IN GOVERNMENT LOT 3 OF SECTION 3, T16N, R2W IN MUSCATINE, IOWA

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
3-16N-2W	T250 #2	1"=60'	RS	MWK	1/26/11	T3251.0
REV. 0			T325 MULFORD.DWG		SHEET 1 OF 1	

PREPARED BY: MATTHEW W. KRAUSE, MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC., P.O. BOX 413, MUSCATINE, IOWA 52761 / PHONE: 563-263-7691

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Timothy & Nancy Panther

(hereinafter called "SELLER") in consideration of the sum of $167.86.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit 1 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 167.86 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 167.86.

Timothy Panther	2212 Hershey Avenue (Mailing Address)
Nancy Panther	2212 Hershey Avenue (Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 28th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy & Nancy Panther, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

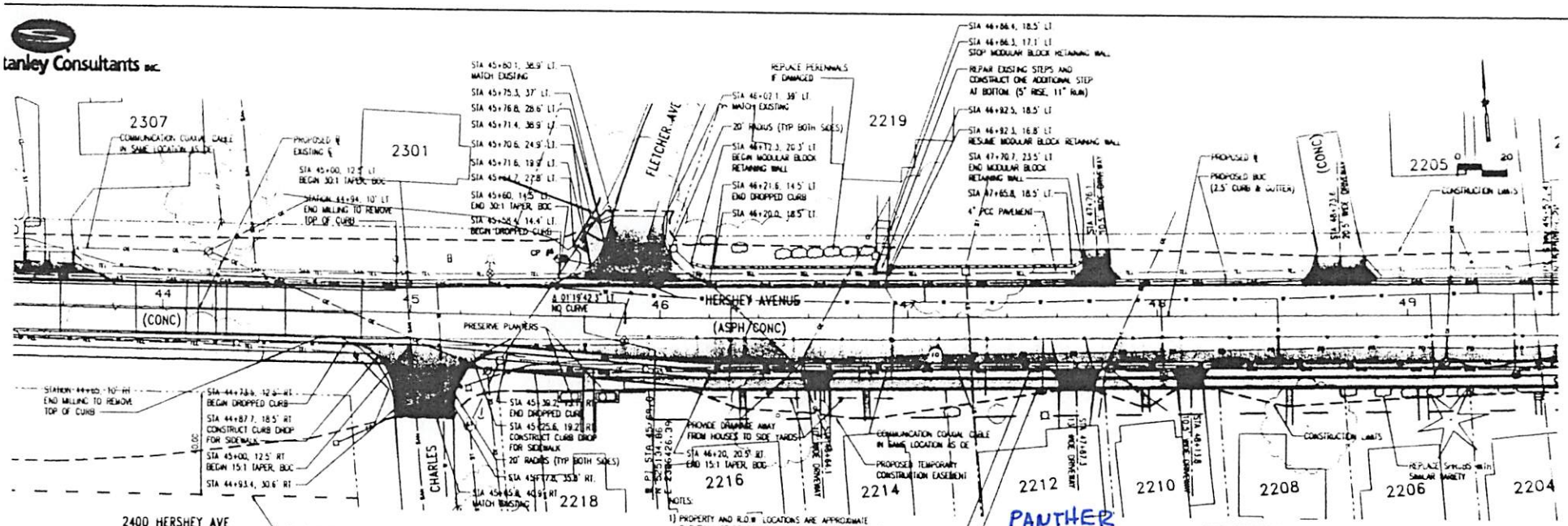
BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

James Rudisill
Iowa Notarial Seal
Commission Number 765555
My Commission Expires _____

NOTARIAL SEAL
IOWA

Stanley Consultants INC.



NOTES:

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET.

3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET.

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5) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION AT CURB DROP FOR SIDEWALK LOCATIONS.

6) SEE CROSS SECTION SHEETS FOR DRIVEWAY, ALLEY AND SIDE STREET PROFILES.

7) INSTALL WOOD EROSION MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1.

8) EXISTING LONGITUDINAL JOINT LINE DOES NOT COINCIDE AND MUCH WITH PROPOSED BASELINE AT SOME LOCATIONS JOINT MAY BE OFFSET FROM PROPOSED ℄

BENCHMARKS - NAVD 88

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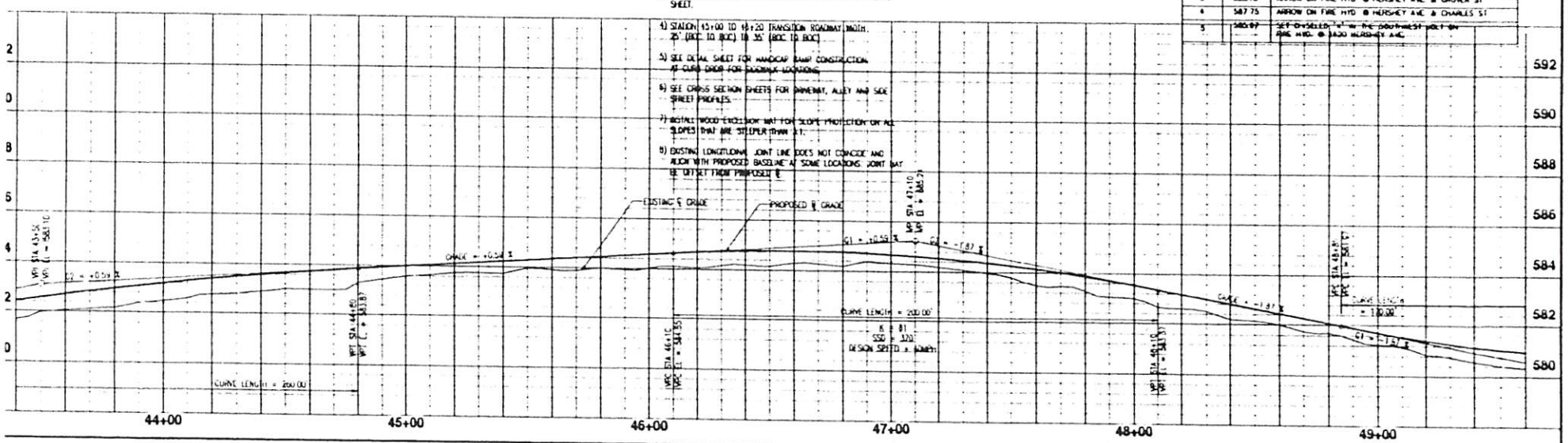
2	583.02	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & POND ST
3	583.18	ARROW ON FIRE HYD @ HERSHEY AVE & GROVER ST
4	587.75	ARROW ON FIRE HYD @ HERSHEY AVE & CHARLES ST
5	580.97	SET CHISELED "+" IN THE SOUTHWEST BOLT ON FIRE HYD. @ 1430 HERSHEY AVE



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY ML DATE 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD	FEDERAL ROAD	FED. PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.07

Exhibit 1

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Kimberly Hayes

(hereinafter called "SELLER") in consideration of the sum of $167.86.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit 1 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 167.86 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 167.86.

Kimberly Hayes — 2210 Hershey Avenue
Kimberly Hayes (Mailing Address)

Kimberly Hayes — 2210 Hershey Avenue
Kimberly Hayes (Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 20th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Kimberly Hayes, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

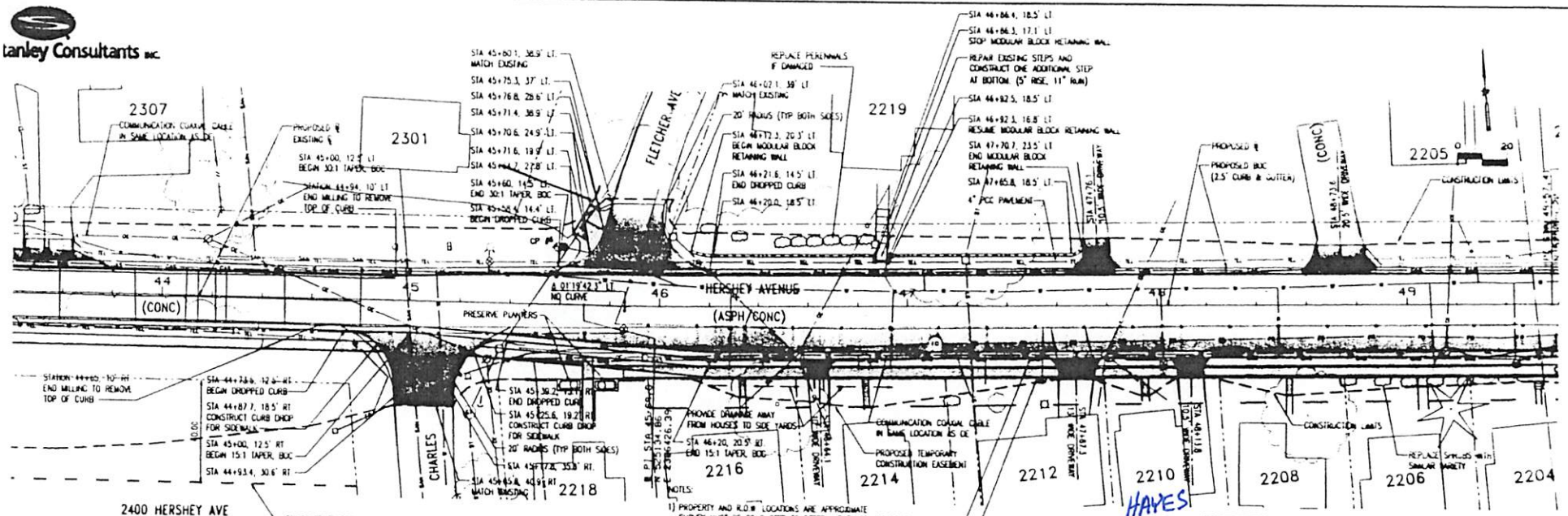
BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

James Ruisinli
Iowa Notarial Seal
Commission Number 765598
My Commission Expires

NOTARIAL SEAL
IOWA

Stanley Consultants INC.



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7) INSTALL WOOD EROSION MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1.

8) EXISTING LONGITUDINAL JOINT LINE DOES NOT COINCIDE AND ALIGN WITH PROPOSED BASELINE AT SOME LOCATIONS. JOINT MAY BE OFFSET FROM PROPOSED ℄

BENCHMARKS - NAVD 88

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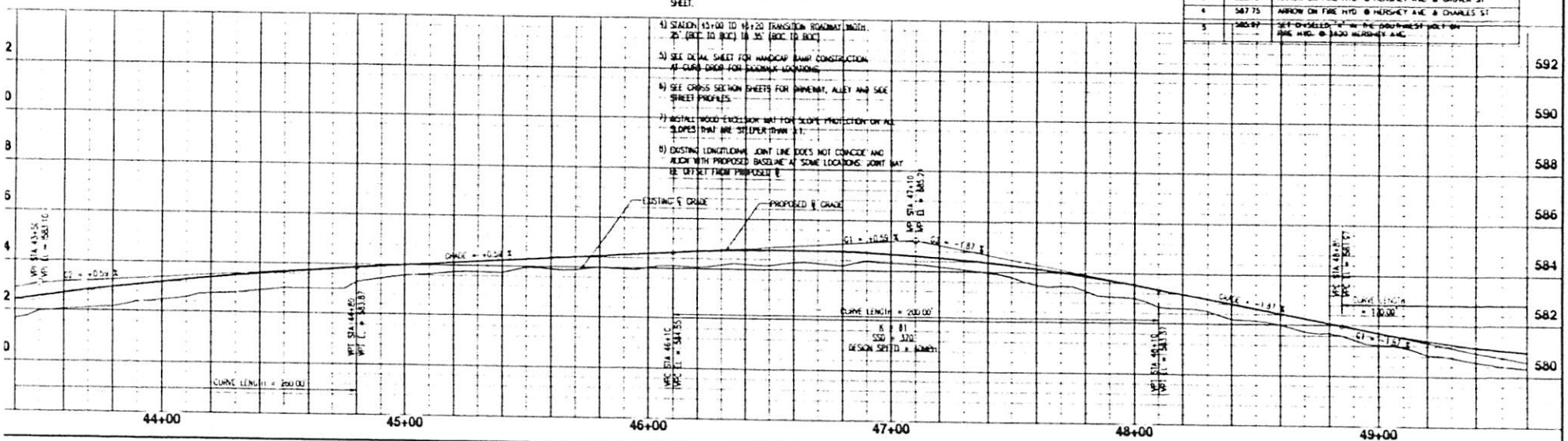
4	587.75	ARROW ON FIRE HYD @ HERSHEY AVE & CHARLES ST
5	585.97	SET CHISELED "X" IN THE SOUTHWEST BOLT ON FIRE HYD. @ 2400 HERSHEY AVE.



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY ML DATE 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD	FEDERAL HIGHWAY	FED. AID PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.07

Exhibit 1

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Danny & Karen Harris

(hereinafter called "SELLER") in consideration of the sum of $167.86.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit 1 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

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It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

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If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

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SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 167.86.

Danny Harris
Danny & Karen Harris

2208 Hershey Avenue
(Mailing Address)

Karen Harris
Danny & Karen Harris

2208 Hershey Avenue
(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 17th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Danny Harris & Karen Harris, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

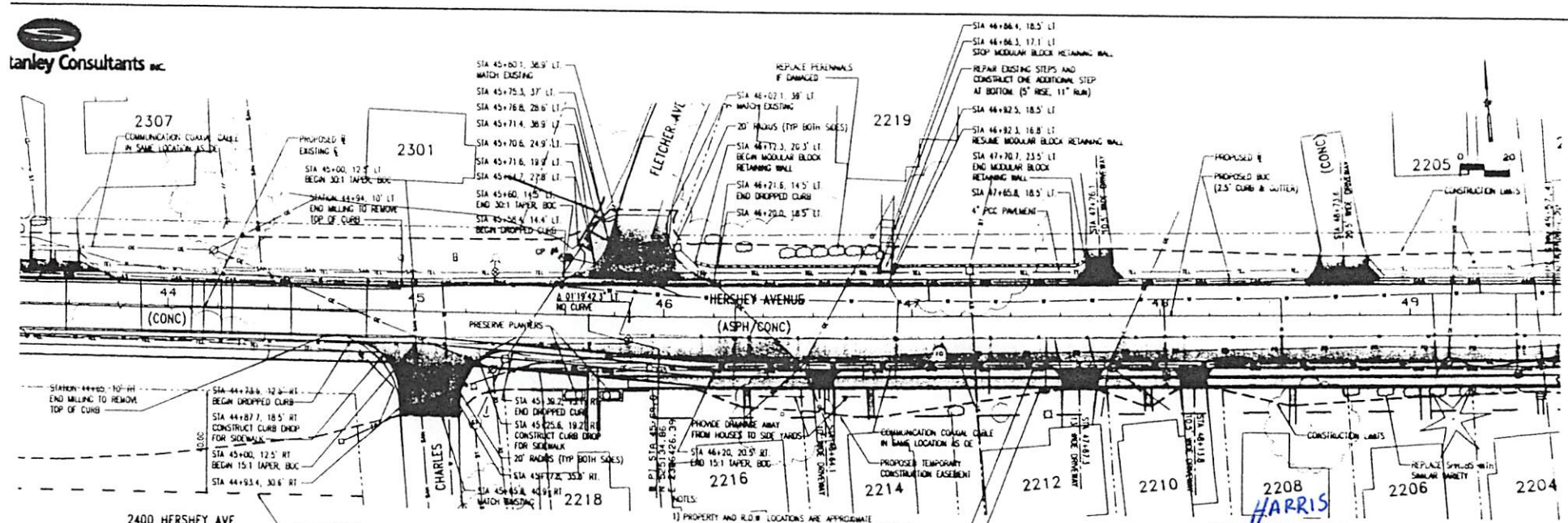
BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

James Rudisill
Iowa Notarial Seal
Commission Number 165598
My Commission Expires _____

NOTARIAL SEAL
IOWA

tanley Consultants INC.



2400 HERSHEY AVE
MULFORD CHURCH
PARCEL #1303179002

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BENCHMARKS - NAVD 88

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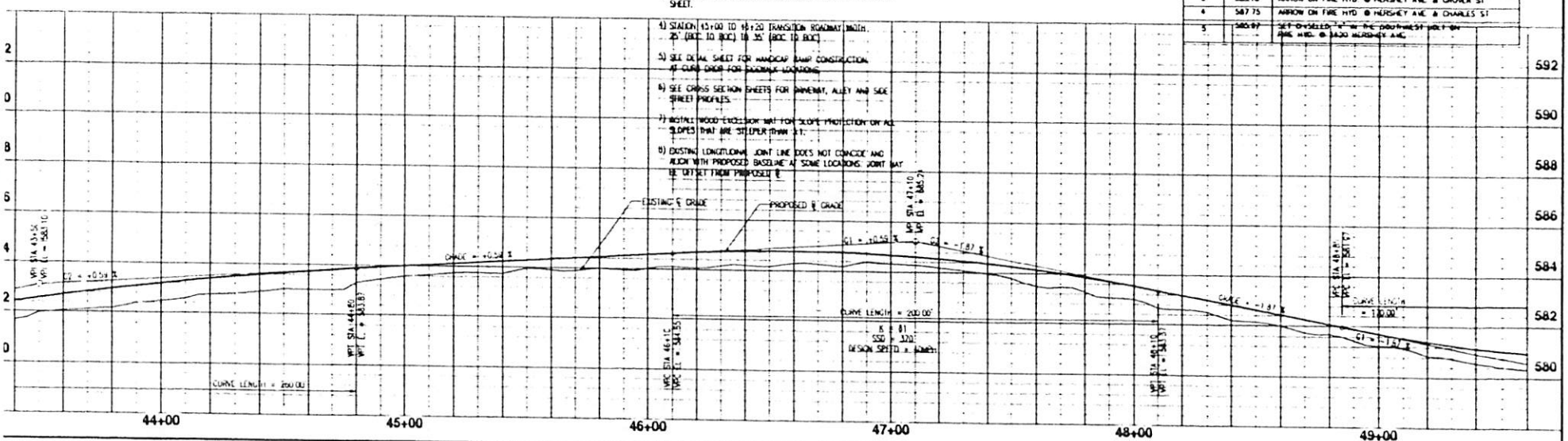

PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY ML DATE 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD	FEDERAL ROAD	FED. ROAD NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.07

Exhibit 1

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

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(hereinafter called "SELLER") in consideration of the sum of $167.86.

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NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 167.86 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 167.86.

Steven & Sherri Todd — 2206 Hershey Avenue (Mailing Address)

Steven & Sherri Todd — 2206 Hershey Avenue (Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 18th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven & Sherri Todd, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

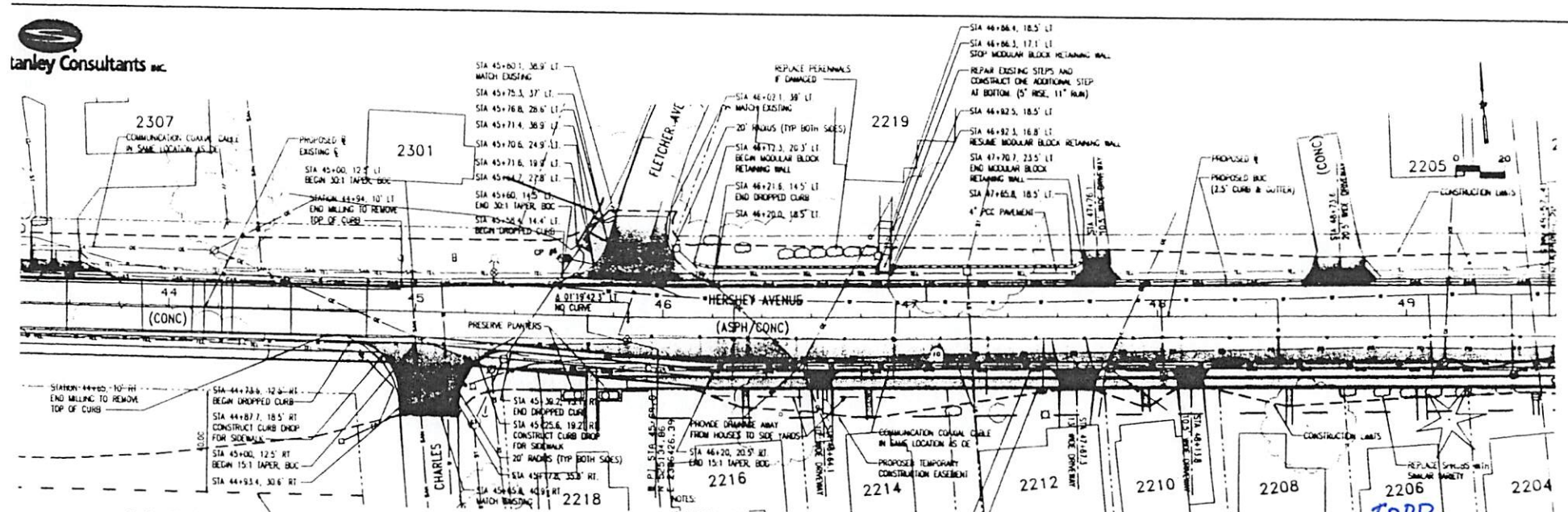
BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

James Rudisill
Iowa Notarial Seal
Commission Number 165596
My Commission Expires
_____

NOTARIAL SEAL
IOWA

tanley Consultants INC.



2400 HERSHEY AVE
MULFORD CHURCH
PARCEL #1303179002

NOTES:

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET.

3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET.

4) STATION 45+00 TO 45+20 TRANSITION ROADWAY WIDTH. 25' (BOC TO BOC) TO 35' (BOC TO BOC)

5) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION AT CURB DROP FOR SIDEWALK LOCATIONS.

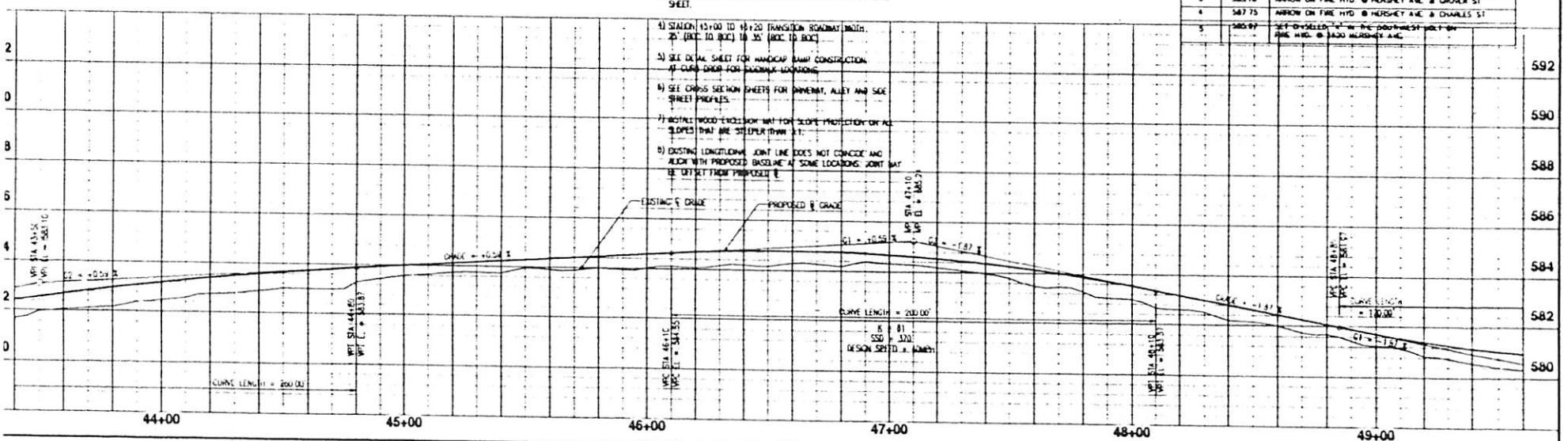
6) SEE CROSS SECTION SHEETS FOR DRIVEWAY, ALLEY AND SIDE STREET PROFILES.

7) INSTALL WOOD EROSION MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE 3:1 OR PER TRAN 3.1.

8) EXISTING LONGITUDINAL JOINT LINE DOES NOT COINCIDE AND ALIGN WITH PROPOSED BASELINE "A" SOME LOCATIONS. JOINT MAY BE OFFSET FROM PROPOSED ℄

BENCHMARKS - NAVD 88

POINT #	ELEVATION	DESCRIPTION
1	582.33	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & VALDEN ST
2	583.02	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & POND ST
3	583.18	ARROW ON FIRE HYD @ HERSHEY AVE & GROVER ST
4	587.75	ARROW ON FIRE HYD @ HERSHEY AVE & CHARLES ST
5	580.97	SET CHISELED "+" IN PVC 90° WEST BOLT ON FIRE HYD. @ 1400 HERSHEY AVE



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY: ML DATE: 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	STP-U-5330(618)--70-70	C.07

Exhibit 1

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That N ickolaus Lewis

(hereinafter called "SELLER") in consideration of the sum of $538.30.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit 1 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 538.30 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 538.30.

N ickolaus Lewis	1904 Hershey Avenue (Mailing Address)
N ickolaus Lewis	1904 Hershey Avenue (Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 21st day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Nickolaus Lewis, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

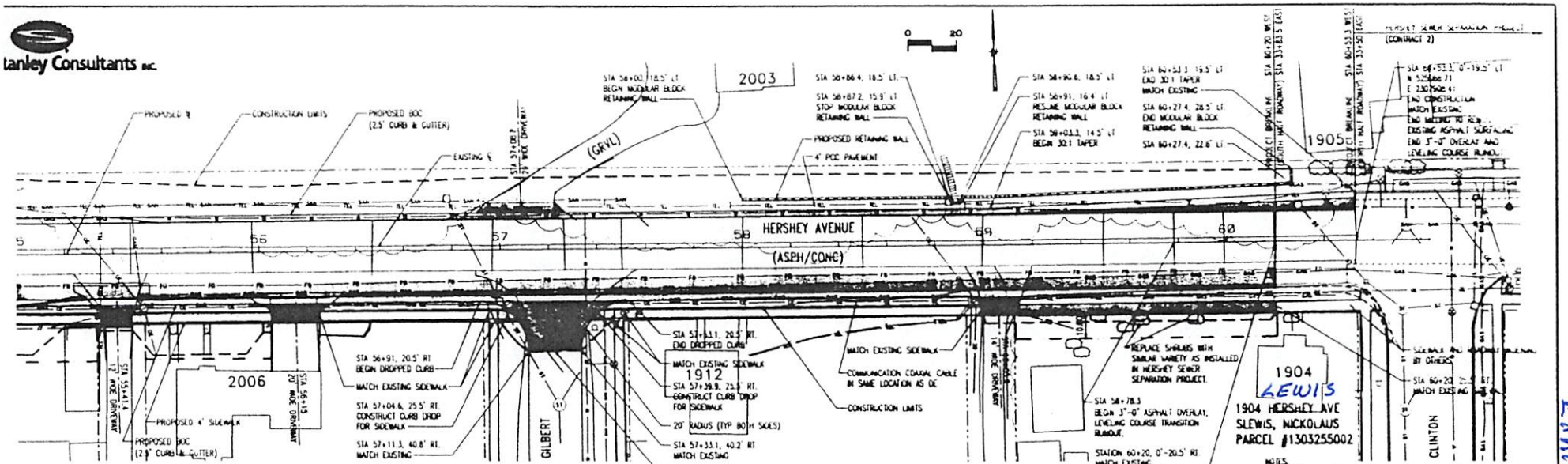
James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

Stanley Consultants INC.



BENCHMARKS - NAVD 88		
POINT #	ELEVATION	DESCRIPTION
1	582.33	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & GILBERT ST
2	580.02	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & POND ST
3	583.18	ARROW ON FIRE HYD. @ HERSHEY AVE & GROVER ST
4	587.75	ARROW ON FIRE HYD @ HERSHEY AVE & CHARLES ST
5	585.97	SET CHISELED "X" IN THE SOUTHWEST BOLT ON FIRE HYD. @ 2920 HERSHEY AVE.

2006 HERSHEY AVE
SMALL, CRAIG
PARCEL #1303254004

NOTES:

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE. SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS.

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET.

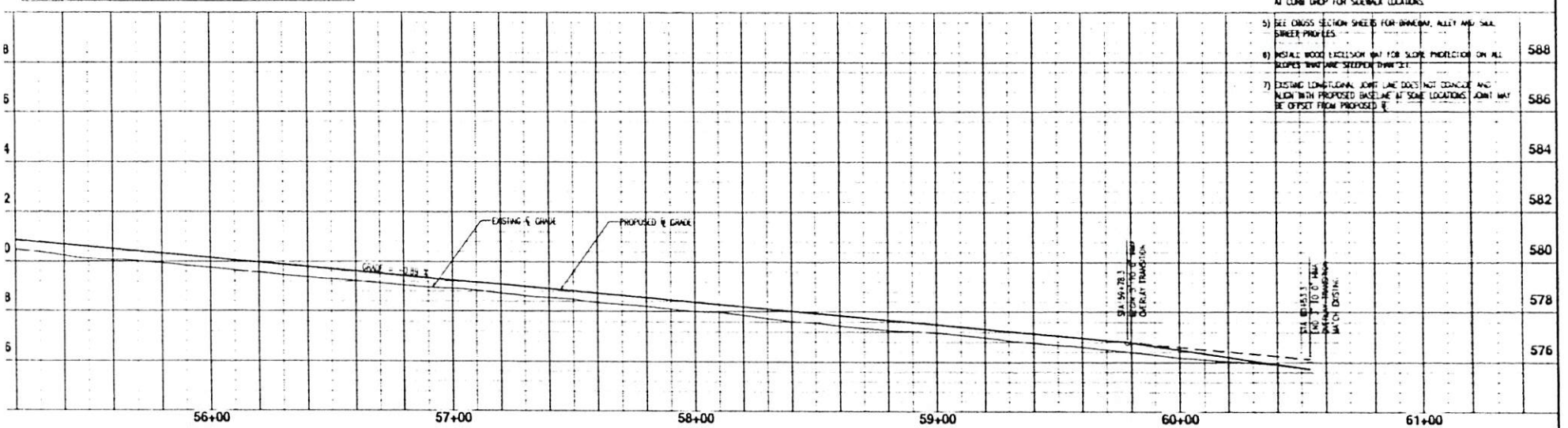
3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET.

4) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION AT CURB DROP FOR SIDEWALK LOCATIONS.

5) SEE CROSS SECTION SHEETS FOR DRIVEWAY, ALLEY AND SIDE STREET PROFILES.

6) INSTALL WOOD EXCELSIOR MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1.

7) EXISTING LONGITUDINAL JOINT LINE DOES NOT COINCIDE AND ALIGN WITH PROPOSED BASELINE AT SOME LOCATIONS. JOINT MAY BE OFFSET FROM PROPOSED ℄.



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY: ML DATE: 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD	FISCAL YEAR	FED. PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.09

Exhibit 1

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Craig Small

(hereinafter called "SELLER") in consideration of the sum of $166.23.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit 1 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 166.23 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 166.23.

Craig W Small — 2006 Hershey Avenue
Craig Small — (Mailing Address)

Craig W Small — 2006 Hershey Avenue
Craig Small — (Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 29th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig Small, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

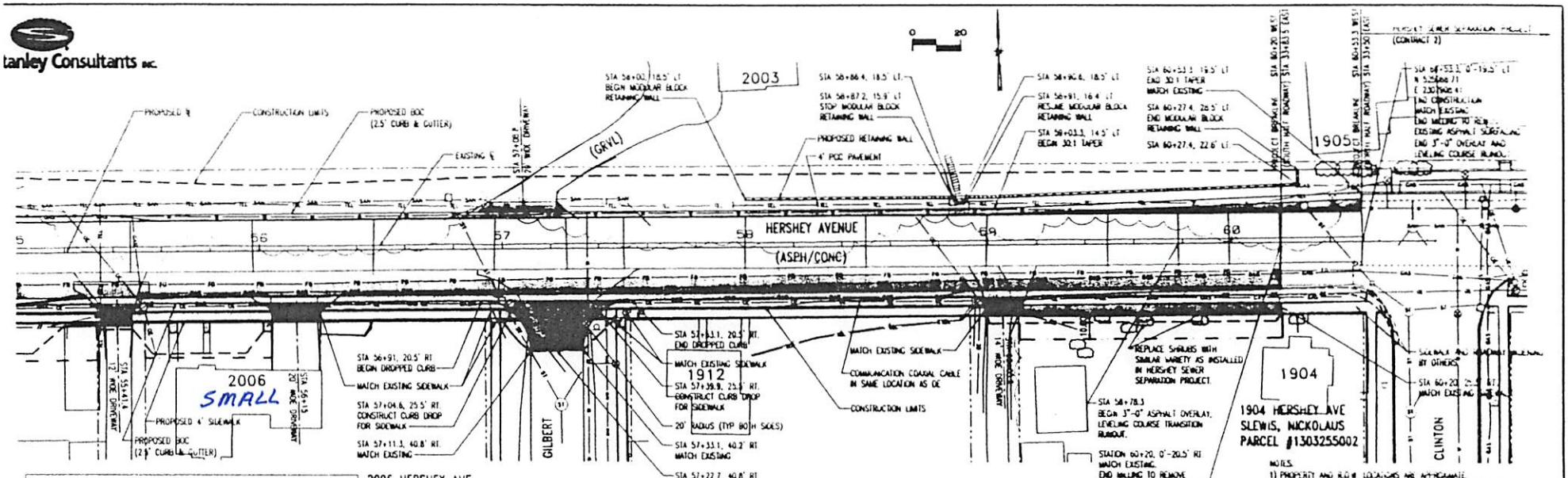
James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11/19/2013

Notary Public in and for the State of Iowa
My Commission expires 11/19/2013

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

Stanley Consultants INC.



BENCHMARKS - NAVD 88		
POINT #	ELEVATION	DESCRIPTION
1	582.33	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & GILBERT ST
2	585.02	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & POND ST
3	583.18	ARROW ON FIRE HYD. @ HERSHEY AVE & GROVER ST
4	587.75	ARROW ON FIRE HYD @ HERSHEY AVE & CHARLES ST
5	585.97	SET CHISELED "X" IN THE SOUTHWEST BOLT ON FIRE HYD. @ 2920 HERSHEY AVE

2006 HERSHEY AVE
SMALL, CRAIG
PARCEL #1303254004

NOTES:

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE. SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS.

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET.

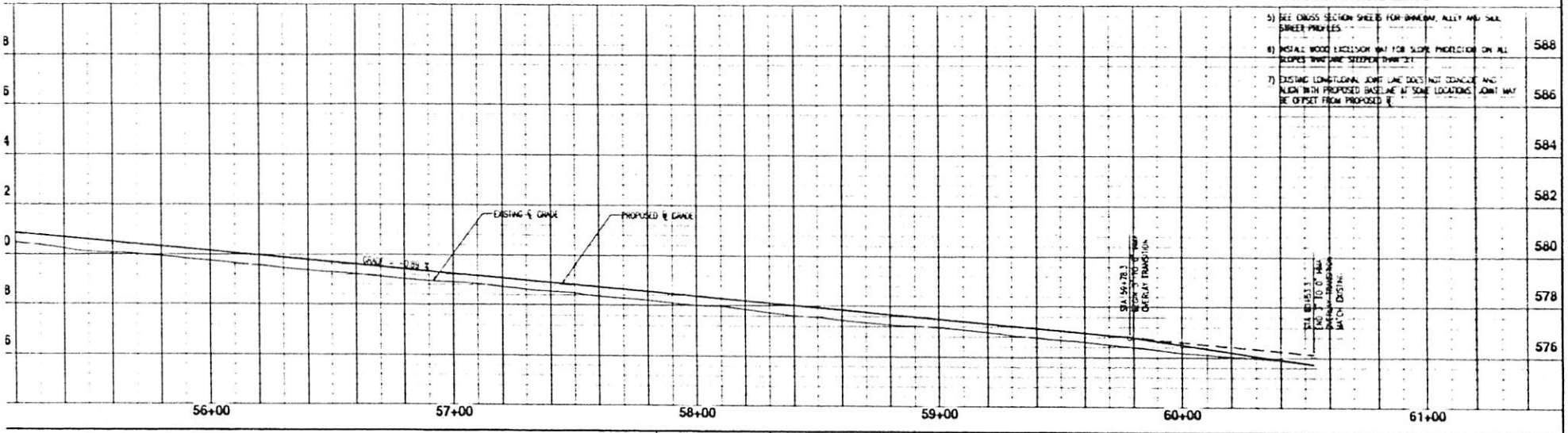
3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET.

4) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION AT CURB DROP FOR SIDEWALK LOCATIONS.

5) SEE CROSS SECTION SHEETS FOR DRIVEWAY, ALLEY AND SIDE STREET PROFILES.

6) INSTALL WOOD EXCELSIOR MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1.

7) EXISTING LONGITUDINAL JOINT LINE DOES NOT COINCIDE AND ALIGN WITH PROPOSED BASELINE AT SOME LOCATIONS. JOINT MAY BE OFFSET FROM PROPOSED ℄.



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY: ML DATE: 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD	FISCAL YEAR	FED. PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.09

Exhibit 1

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Chad Smith

(hereinafter called "SELLER") in consideration of the sum of $167.86.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit A1 & Exhibit A2 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 167.86 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:
It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

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If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 167.86.

Chad Smith

2204 Hershey Avenue
(Mailing Address)

Nicole Smith

2204 Hershey Avenue
(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 3rd day of January, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Chad Smith & Nicole Smith, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

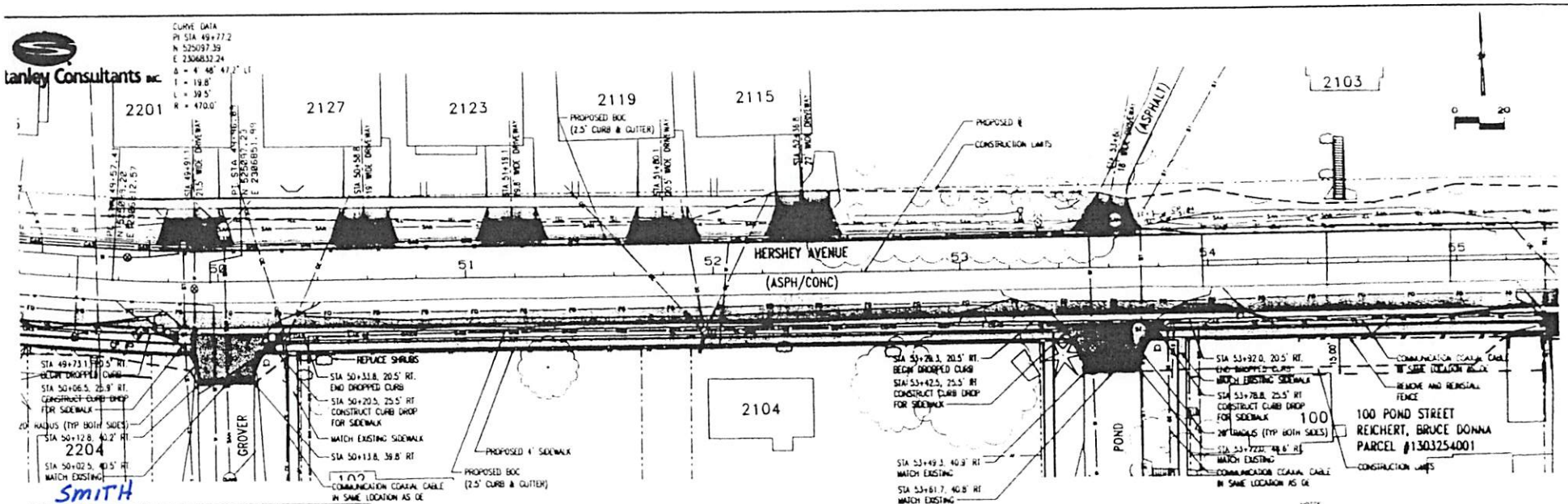
Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

Notary Public in and
Iowa Notarial Seal
Commission Number 705598
My Commission Expires _____

Stanley Consultants INC.



BENCHMARKS - NAVD 88		
POINT #	ELEVATION	DESCRIPTION
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2	585.02	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE. & POND ST
3	583.18	ARROW ON FIRE HYD @ HERSHEY AVE. & GROVER ST.
4	587.75	ARROW ON FIRE HYD. @ HERSHEY AVE. & CHARLES ST
5	585.97	SET CHISELED "X" IN THE SOUTHWEST BOLT ON FIRE HYD @ 2920 HERSHEY AVE.

102 GROVER ST
LEONARD, LARRY SHERRY
PARCEL #1303253003

2104 HERSHEY AVE
FIEDLER, JOHN MARCIA
PARCEL #1303253002

NOTES

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE. SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET

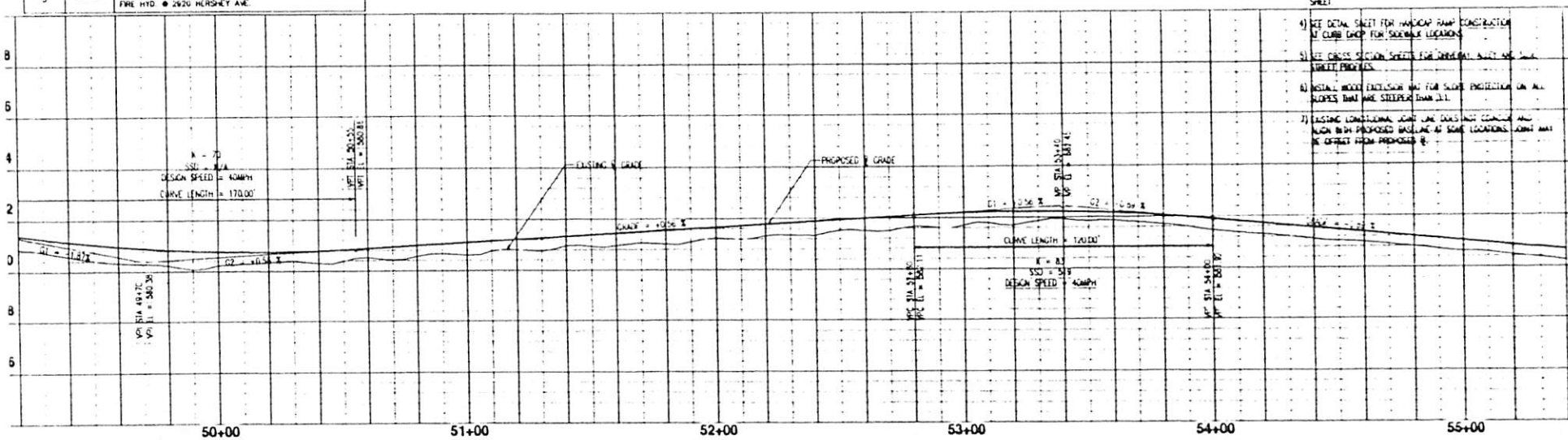
3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET

4) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION & CURB DROP FOR SIDEWALK LOCATIONS

5) SEE CROSS SECTION SHEETS FOR DRIVEWAY, ALLEY AND SIDE STREET PROFILES

6) INSTALL WOOD EXCELSIOR MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1

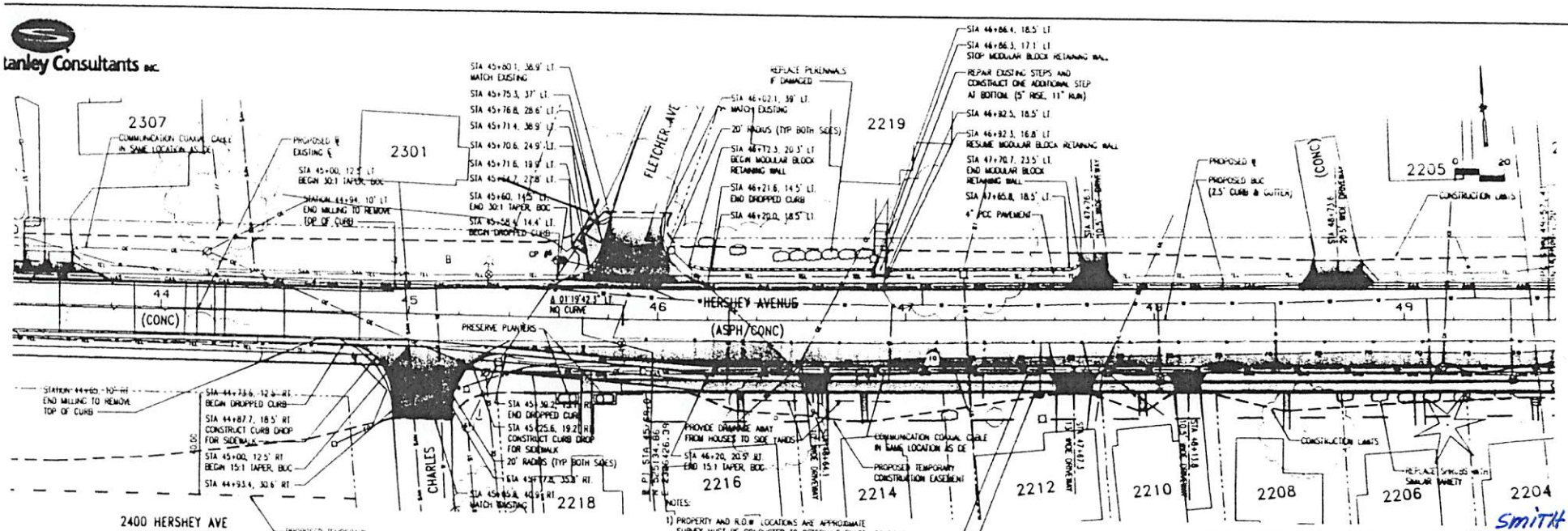
7) EXISTING LONGITUDINAL JOINT LINE DOES NOT CONFORM AND NOT IN PROPOSED BASELINE AT SOME LOCATIONS. JOINT MAY BE OFFSET FROM PROPOSED ℄



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY: ML DATE: 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD	FISCAL YEAR	FED. PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.08

Exhibit A1

Stanley Consultants INC.



NOTES:

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET

3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET.

4) STATION 45+00 TO 48+20 TRANSITION ROADWAY WIDTH 25' (BOC TO BOC) TO 35' (BOC TO BOC)

5) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION AT CURB DROP FOR SIDEWALK LOCATIONS

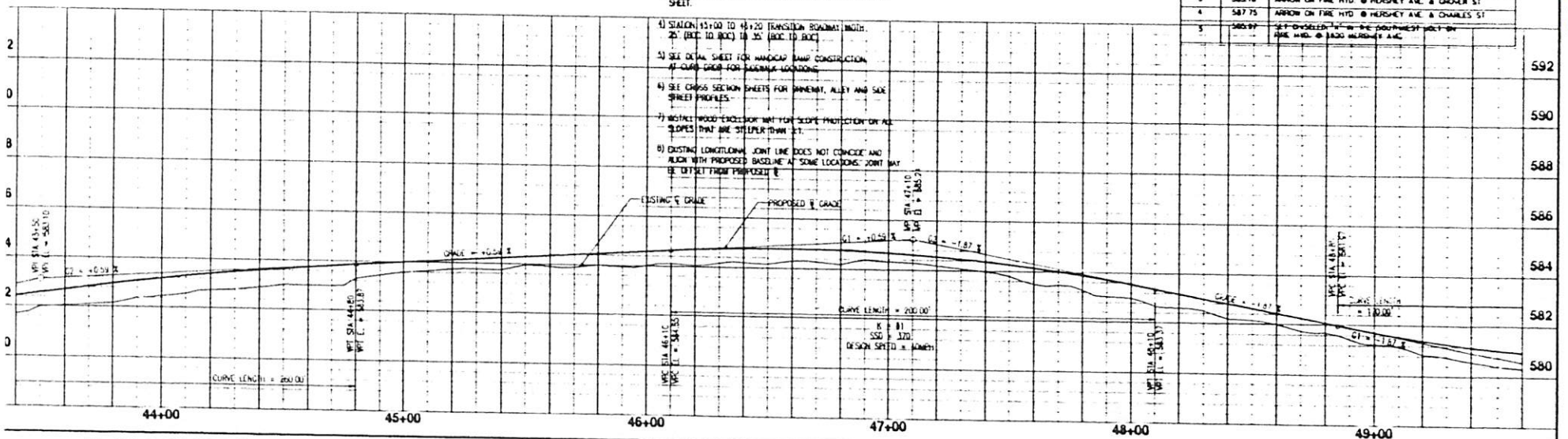
6) SEE CROSS SECTION SHEETS FOR PAVEMENT, ALLEY AND SIDE STREET PROFILES.

7) INSTALL WOOD EXCELSIOR MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1.

8) EXISTING LONGITUDINAL JOINT LINE DOES NOT COINCIDE AND ALIGN WITH PROPOSED BASELINE AT SOME LOCATIONS. JOINT MAY BE OFFSET FROM PROPOSED ℄

BENCHMARKS - NAVD 88

POINT #	ELEVATION	DESCRIPTION
1	582.33	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & GLENN ST
2	583.02	SOUTH BOLT ON FIRE HYD @ HERSHEY AVE & POND ST
3	583.18	ARROW ON FIRE HYD @ HERSHEY AVE & GROVER ST
4	587.75	ARROW ON FIRE HYD @ HERSHEY AVE & CHARLES ST
5	585.97	SET CHISELED "+" IN THE SOUTHWEST BOLT ON FIRE HYD @ 1820 HERSHEY AVE



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY: ML DATE: 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD	FISCAL YEAR	FED. PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.07

Exhibit A2

smith

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Bruce and Joanna Reichert

(hereinafter called "SELLER") in consideration of the sum of $525.00.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a temporary construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on the "Hershey Avenue Reconstruction Check Plans" attached as Page(s) Exhibit 1 (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 525.00 on or

before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:
It is agreed the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project or 12 months following approval of the easement by the SELLER.

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 525.00.

Bruce Reichert

100 Pond Street
(Mailing Address)

Bruce and Joanna Reichert

100 Pond Street
(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 3rd day of January, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Reichert, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires
_____

NOTARIAL SEAL
IOWA

Stanley Consultants INC.

CURVE DATA
PI STA 49+77.2
N 525097.39
E 2306832.24
Δ = 4° 48' 47.2" LT
T = 19.8'
L = 39.5'
R = 470.0'

2201 | 2127 | 2123 | 2119 | 2115 | 2103

PROPOSED BOC (2.5' CURB & GUTTER)

PROPOSED ℄

CONSTRUCTION LIMITS

(ASPHALT)

HERSHEY AVENUE (ASPH/CONC)

50 | 51 | 52 | 53 | 54 | 55

STA 49+73.1, 20.5' RT. BEGIN DROPPED CURB
STA 50+06.5, 25.9' RT. CONSTRUCT CURB DROP FOR SIDEWALK
RADIUS (TYP BOTH SIDES)
STA 50+12.8, 40.2' RT.
2204
STA 50+02.5, 40.5' RT. MATCH EXISTING

GROVER

REPLACE SHRUBS
STA 50+31.8, 20.5' RT. END DROPPED CURB
STA 50+20.5, 25.5' RT. CONSTRUCT CURB DROP FOR SIDEWALK
MATCH EXISTING SIDEWALK
STA 50+13.8, 39.8' RT.

102

PROPOSED 4' SIDEWALK

PROPOSED BOC (2.5' CURB & GUTTER)

COMMUNICATION COAXIAL CABLE IN SAME LOCATION AS OE

2104

STA 53+78.3, 20.5' RT. BEGIN DROPPED CURB
STA 53+42.5, 25.5' RT. CONSTRUCT CURB DROP FOR SIDEWALK

STA 53+49.3, 40.8' RT. MATCH EXISTING
STA 53+61.7, 40.8' RT. MATCH EXISTING

POND

STA 53+92.0, 20.5' RT. END DROPPED CURB
MATCH EXISTING SIDEWALK
STA 53+78.8, 25.5' RT. CONSTRUCT CURB DROP FOR SIDEWALK
RADIUS (TYP BOTH SIDES)
STA 53+72.2, 40.6' RT. MATCH EXISTING
COMMUNICATION COAXIAL CABLE IN SAME LOCATION AS OE

100

COMMUNICATION COAXIAL CABLE IN SAME LOCATION AS OE

REMOVE AND REINSTALL FENCE

REICHERT

100 POND STREET
REICHERT, BRUCE DONNA
PARCEL #1303254001

CONSTRUCTION LIMITS

0 20

BENCHMARKS - NAVD 88		
POINT #	ELEVATION	DESCRIPTION
1	582.33	SOUTH BOLT ON FIRE HYD. @ HERSHEY AVE. & GILBERT ST.
2	585.02	SOUTH BOLT ON FIRE HYD. @ HERSHEY AVE. & POND ST.
3	583.18	ARROW ON FIRE HYD. @ HERSHEY AVE. & GROVER ST.
4	587.75	ARROW ON FIRE HYD. @ HERSHEY AVE. & CHARLES ST.
5	585.97	SET CHISELED "X" IN THE SOUTHWEST BOLT ON FIRE HYD. @ 2920 HERSHEY AVE.

102 GROVER ST
LEONARD, LARRY SHERRY
PARCEL #1303253003

2104 HERSHEY AVE
FIEDLER, JOHN MARCIA
PARCEL #1303253002

NOTES

1) PROPERTY AND R.O.W. LOCATIONS ARE APPROXIMATE. SURVEY MUST BE CONDUCTED TO DETERMINE EXACT LOCATIONS.

2) CONSTRUCT FULL DEPTH PATCHES AT LOCATIONS INDICATED IN TABLE ON QUANTITY AND GENERAL INFO SHEET

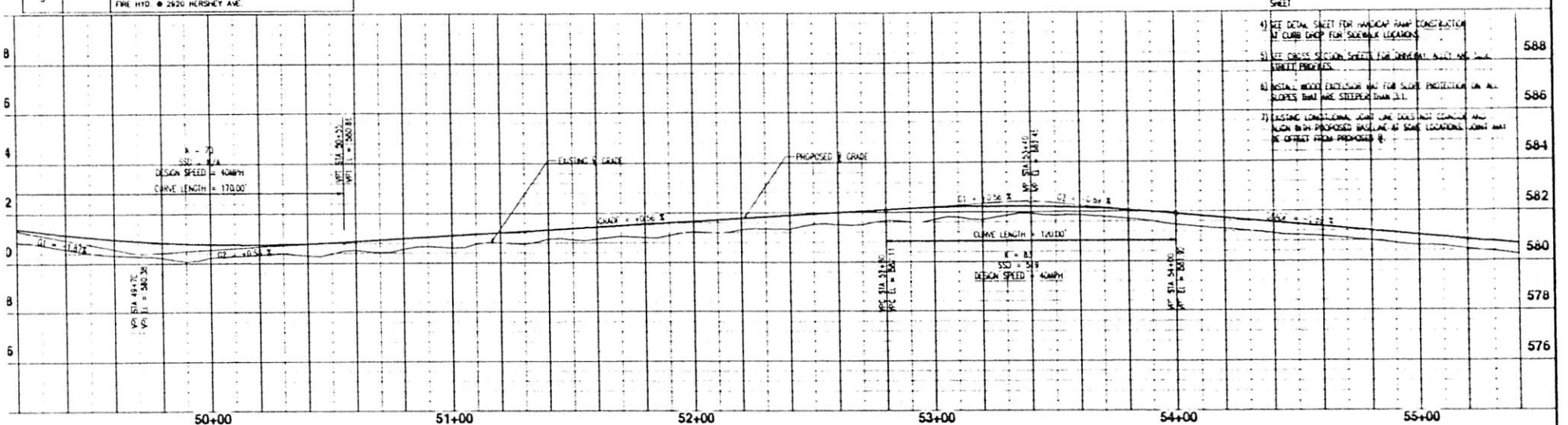
3) FOR DETAILS OF DRIVEWAY CONSTRUCTION SEE TYPICAL DETAIL SHEET

4) SEE DETAIL SHEET FOR HANDICAP RAMP CONSTRUCTION AT CURB DROP FOR SIDEWALK LOCATIONS

5) SEE CROSS SECTION SHEETS FOR DRIVEWAY, ALLEY AND STREET PROFILES.

6) INSTALL WOOD EXCELSIOR MAT FOR SLOPE PROTECTION ON ALL SLOPES THAT ARE STEEPER THAN 3:1.

7) EXISTING LONGITUDINAL JOINT LINE DOES NOT CONFORM AND ALIGN WITH PROPOSED BASELINE AT SOME LOCATIONS. JOINT MAY BE OFFSET FROM PROPOSED ℄.



PLAN + PROFILE	HERSHEY AVENUE	DRAWN BY: ML DATE: 11/2/10	CITY OF MUSCATINE	STATE OF IOWA	FED. ROAD	FISCAL YEAR	FED. PROJ. NO. STP-U-5330(618)--70-70	CITY PROJ. NO.	SHEET C.08

Exhibit 1

PK 107630
SB

Document#: 2011-00798 Page: 1 of 007
Date: 02/18/2011 @ 09:49 AM
Document Type: EAS
Fee: Paid $39.00
Real Estate Transfer Tax: $0.00
Cynthia S. Gray - Muscatine County Recorder
414 E 3rd St. Muscatine, IA 52761

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 134)

PERMANENT EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Dennis Mosch

(hereinafter called "SELLER") in consideration of the sum of $252.93 and other considerations as agreed and attached as EXHIBIT C.

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a PERMANENT construction and maintenance Easement for Highway Right-of-Way under, over, through and across certain real estate as described on EXHIBIT "A" Attached and more particularly shown on the Easement Plat for Dennis Mosch, 3102 Hershey Avenue, Parcel ID # 1304200012 and attached as EXHIBIT "B" (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

NONE

SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of $ 252.93 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

This easement shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid $ 252.93.

Dennis Mosch

Dennis Mosch

3102 Hershey Avenue
(Mailing Address)

Dennis Mosch (see preceding page)

3102 Hershey Avenue
(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 3rd day of January, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Mosch, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

JAMES RUDISILL
(Print or Type Name)

NOTARIAL SEAL IOWA

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11-19-2013

Notary Public in and for the State of Iowa
My Commission expires 11-19-2013

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires
_____

NOTARIAL SEAL
IOWA

RESOLUTION NO. 91500-0111

RESOLUTION TO ACCEPT EASEMENTS FOR HERSHEY AVENUE STREET RECONSTRUCTION PROJECT (STP-U-5330(618)--70-70)

WHEREAS, the City is undertaking a project to upgrade and improve a portion of Hershey Avenue from Clinton Street to near Newcomb Boulevard; and

WHEREAS, it is necessary for the City to obtain permanent and temporary easements from certain property owners along Hershey Avenue; and

WHEREAS, each property owner has agreed to separate conditions for each of their easements;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA that the attached list of easements from the property owners be accepted by the City under the conditions and for the considerations described in each easement.

PASSED, APPROVED AND ADOPTED this 6th day of January 2011.

BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Richard W. O'Brien

Richard W. O'Brien, Mayor

Attest:

Gregg Mandsager

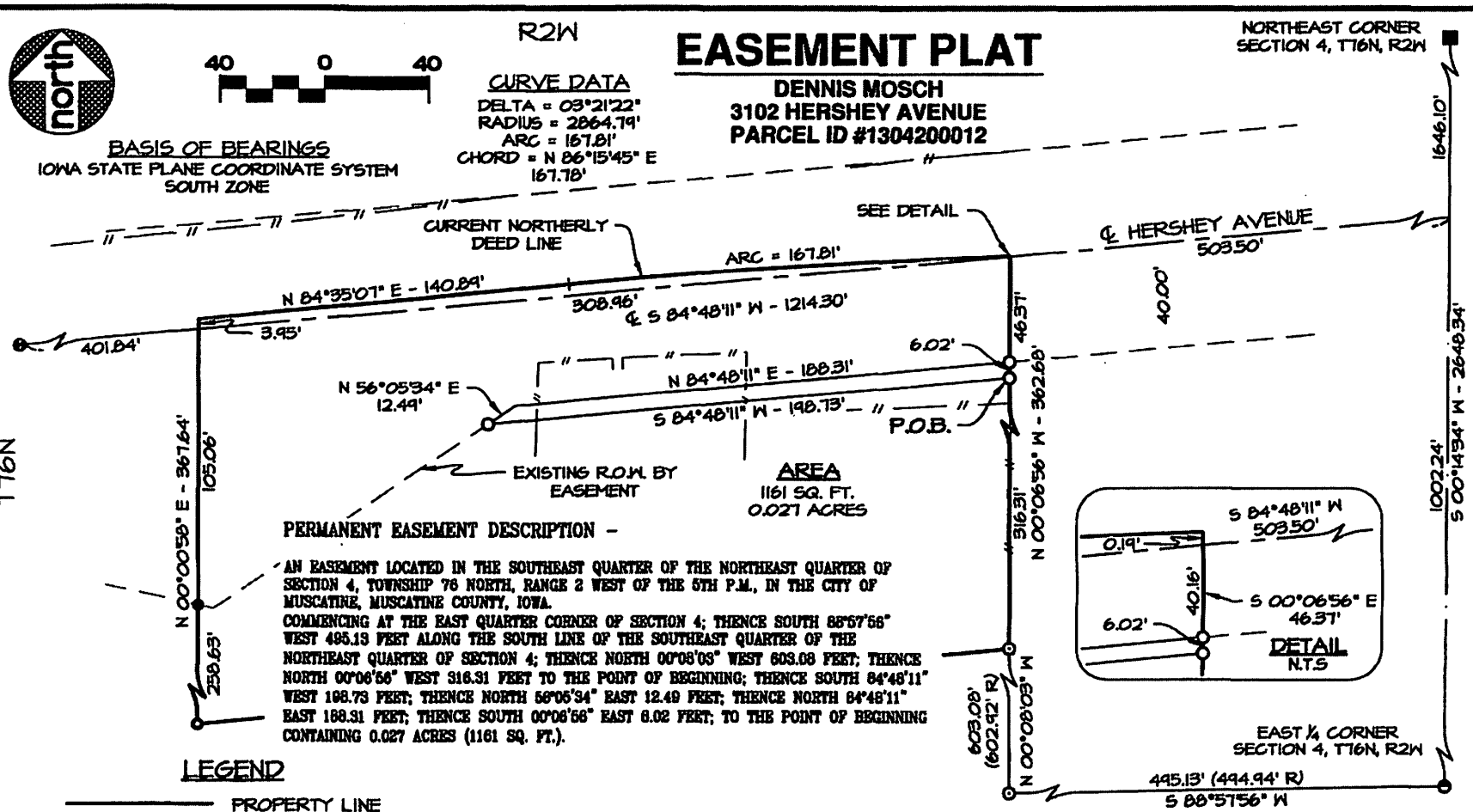
Gregg Mandsager, City Clerk

EXHIBIT A

Commencing at the Northwest corner of the Northeast Quarter of Section 4, Township 76 North, Range 2 West of the 5th Principal Meridian, in Muscatine County, Iowa, thence South 00°47'50" West (assumed bearing of the West line of said Northeast Quarter) 1759.75 feet to the centerline of a county road; thence South 87°47'46' East 543.93 feet on said county road centerline and centerline extended to a point of intersection of said county road centerline; thence North 86°18'54" East 1290.90 feet on said road centerline to the point of beginning of the tract herein described; thence continuing North 86°18'54" East 140.89 feet to the beginning of a tangent curve concave Southwesterly with a radius of 2864.79 feet; thence Easterly along said curve a distance of 235.22 feet through a centex angle of 04°42'16"; thence South 01°01'10" West 362.68 feet on an existing property line fence and fence extended; thence South 86°18'54" West 309.56 feet; thence North 01°01'10" East 367.64 feet to the point of beginning. Said tract contains 2.60 acres.

EASEMENT PLAT

DENNIS MOSCH
3102 HERSHEY AVENUE
PARCEL ID #1304200012



PERMANENT EASEMENT DESCRIPTION –

AN EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA.
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 4; THENCE SOUTH 88°57'56" WEST 495.13 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE NORTH 00°08'03" WEST 603.08 FEET; THENCE NORTH 00°06'56" WEST 316.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°48'11" WEST 198.73 FEET; THENCE NORTH 56°05'34" EAST 12.49 FEET; THENCE NORTH 84°48'11" EAST 188.31 FEET; THENCE SOUTH 00°06'56" EAST 6.02 FEET; TO THE POINT OF BEGINNING CONTAINING 0.027 ACRES (1161 SQ. FT.).

LEGEND

- PROPERTY LINE
- PERMANENT EASEMENT
- SET ½" X 36" REBAR W/ORANGE CAP #15981
- FOUND ½" REBAR W/YELLOW CAP #10316
- FOUND ½" REBAR
- FOUND ¾" PIPE
- FOUND CUT "X" IN CONCRETE
- FOUND BRASS CAP IN CONCRETE
- FOUND CONCRETE MONUMENT
- —//— FENCE
- (R) R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

PROPRIETOR: DENNIS MOSCH

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Matthew W. Krause

Date Jan. 26, 2011 Reg. No. 15981

My license renewal date is December 31, 2011

Pages or sheets covered by this seal: 1

LICENSED LAND SURVEYOR MATTHEW W. KRAUSE 15981 IOWA

Martin & Whitacre Surveyors & Engineers, Inc.
P.O. BOX 413 (563)263-7691 MUSCATINE, IOWA

CITY OF MUSCATINE PERMANENT EASEMENT
IN THE SE ¼ OF THE NE ¼ OF SECTION 4, T16N, R2W IN MUSCATINE, IA

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
4-T6N-2W	T250 #2	1"=40'	RS	MWK	1/26/11	T925.10
REV. 0			T925 MOSCH.DWG		SHEET 1 OF 1	

PREPARED BY: MATTHEW W. KRAUSE, MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC., P.O. BOX 413, MUSCATINE, IOWA 52761 / PHONE: 563-263-7691

EXHIBIT B

6

EXHIBIT C

MUSCATINE

City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 264-1554 Voice/TT
Fax (563) 264-0750

PLANNING AND COMMUNITY DEVELOPMENT

Building & Zoning
Public Housing
Public Health
Inspections

January 3, 2011

Dennis Mosch
3102 Hershey Avenue
Muscatine, IA

Dear Mr. Mosch:

In response to discussions project engineer Barbara Veal and I held with your property managers Fred and Sue George over the last few weeks; and the more recent discussion from today, I have listed several conditions which the city agrees to, as they relate to your granting a permanent easement for the Hershey Avenue Street Reconstruction Project.

These conditions are in addition to those listed in the easement document and the project plans:

1. The existing constructed pond located between the house and the existing fence will not be damaged or disturbed.

2. The walnut tree in your side yard will be trimmed to prevent damage to passing vehicles from falling nuts and deteriorated branches.

3. The city agrees to allow installation of up to a three-rail fence - not to exceed forty-two inches (42") in height, as measured from the ground to the top of the highest rail; and forty-eight inches (48") in height, as measured from the ground to the top of each post – provided the fence is located a minimum of 10 feet from the reconstructed street curb.

I believe this addresses those areas we discussed that were either not covered in the project plans or differ from the plans as proposed. If I missed any, or you have additional questions about the project, please let me know.

Thank you for your help with the project.

Sincerely,

Jim Rudisill

Jim Rudisill
Planning/CD Coordinator
City of Muscatine